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20 **UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION**

22 UNITED STATES OF AMERICA, ex
23 rel. TRAVIS KIRO,

24 Plaintiffs,
25 v.

26 JIAHERB, INC.,

27 Defendant.

Case No.: 14-cv-02484-RSWL
(PLAx)

**STIPULATED PROTECTIVE
ORDER**

28 1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,

1 the parties hereby stipulate to and petition the Court to enter the
2 following Stipulated Protective Order.¹ The parties acknowledge that
3 this Order does not confer blanket protections on all disclosures
4 or responses to discovery and that the protection it affords from
5 public disclosure and use extends only to the limited information or
6 items that are entitled to confidential treatment under the applicable
7 legal principles.

8
9 **B. GOOD CAUSE STATEMENT**

10 Defendant Jiaherb, Inc. ("Jiaherb") is a company engaged in
11 sales of natural herbal products. Relator, Travis Kiro, was employed
12 with Jiaherb from January, 2012 to July, 2012. Defendant contends
13 that Relator's employment duties related specifically to product sales.
14 Relator asserts that his employment included the project to locate a
15 West Coast Office, relabeling shipments that shipped to customers
16 from West Coast office as per instructions from New Jersey office and
17 limited procurement duties. Defendant contends that based on the
18 allegations of the complaint, Relator removed or caused to be
19 removed Jiaherb's proprietary and confidential business records from
20 its business offices during his employment. Relator maintains that he
21 did not remove any business records from Defendant's offices. Since
22 leaving his employment with Jiaherb in July 2012, Relator started his
23 own herbal products business. Since Relator contends that the
24 operation of Jiaherb's business is at issue in this case and the
25 defendant contends that both the operation of Jiaherb and Relator's

26 ¹ This Stipulated Protective Order is based substantially on the model
27 protective order provided under Magistrate Judge Alexander F. MacKinnon's
28 procedures.

1 business are at issue in this case, discovery in this action is likely to
2 involve trade secrets, customer and pricing lists, market analysis,
3 and other valuable research, development, commercial, financial,
4 technical and/or proprietary information for which special
5 protection from public disclosure and from use for any purpose
6 other than prosecution of this action is warranted. Such confidential
7 and proprietary materials and information consist of, among
8 other things, confidential business or financial information,
9 information regarding confidential business practices, or other
10 confidential research, development, or commercial information,
11 information otherwise generally unavailable to the public, or which
12 may be privileged or otherwise protected from disclosure under
13 state or federal statutes, court rules, case decisions, or common
14 law. Accordingly, to expedite the flow of information, to facilitate the
15 prompt resolution of disputes over confidentiality of discovery
16 materials, to adequately protect information the parties are entitled to
17 keep confidential, to ensure that the parties are permitted
18 reasonable necessary uses of such material in preparation for and in
19 the conduct of trial, to address their handling at the end of the
20 litigation, and serve the ends of justice, a protective order for such
21 information is justified in this matter. It is the intent of the parties that
22 information will not be designated as confidential for tactical
23 reasons and that nothing be so designated without a good faith
24 belief that it has been maintained in a confidential, non-public
25 manner, and there is good cause why it should not be part of the
26 public record of this case.

1 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING
2 UNDER SEAL

3 The parties further acknowledge, as set forth in Section 12.3,
4 below, that this Stipulated Protective Order does not entitle them to
5 file confidential information under seal; Local Civil Rule 79-5 sets
6 forth the procedures that must be followed and the standards that
7 will be applied when a party seeks permission from the court to file
8 material under seal.

9 - There is a strong presumption that the public has a right of
10 access to judicial proceedings and records in civil cases. In
11 connection with non-dispositive motions, good cause must be shown
12 to support a filing under seal. *See Kamakana v. City and County of*
13 *Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*
14 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*
15 *Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis.
16 1999) (even stipulated protective orders require good cause
17 showing), and a specific showing of good cause or compelling
18 reasons with proper evidentiary support and legal justification, must
19 be made with respect to Protected Material that a party seeks to file
20 under seal. The parties' mere designation of Disclosure or
21 Discovery Material as CONFIDENTIAL does not—without the
22 submission of competent evidence by declaration, establishing that
23 the material sought to be filed under seal qualifies as
24 confidential, privileged, or otherwise protectable—constitute good
25 cause.

26 Further, if a party requests sealing related to a dispositive
27 motion or trial, then compelling reasons, not only good cause, for

1 the sealing must be shown, and the relief sought shall be narrowly
2 tailored to serve the specific interest to be protected. *See Pintos v.*
3 *Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
4 each item or type of information, document, or thing sought to be filed
5 or introduced under seal in connection with a dispositive motion
6 or trial, the party seeking protection must articulate compelling
7 reasons, supported by specific facts and legal justification, for the
8 requested sealing order. Again, competent evidence supporting the
9 application to file documents under seal must be provided by
10 declaration.

11 Any document that is not confidential, privileged, or otherwise
12 protectable in its entirety will not be filed under seal if the
13 confidential portions can be redacted. If documents can be
14 redacted, then a redacted version for public viewing, omitting only
15 the confidential, privileged, or otherwise protectable portions of the
16 document, shall be filed. Any application that seeks to file
17 documents under seal in their entirety should include an explanation
18 of why redaction is not feasible.

19 2. DEFINITIONS

20 2.1 Action: this pending lawsuit.

21 2.2 Challenging Party: a Party or Non-Party that
22 challenges the designation of information or items under this Order.

23 2.3 "CONFIDENTIAL" Information or Items: information
24 (regardless of how it is generated, stored or maintained) or
25 tangible things that qualify for protection under Federal Rule of
26 Civil Procedure 26(c), and as specified above in the Good Cause
27 Statement.

1 2.4 Counsel: Outside Counsel of Record and House
2 Counsel (as well as their support staff).

3 2.5 Designating Party: a Party or Non-Party that designates
4 information or items that it produces in disclosures or in
5 responses to discovery as "CONFIDENTIAL."

6 2.6 Disclosure or Discovery Material: all items or information,
7 regardless of the medium or manner in which it is generated, stored,
8 or maintained (including, among other things, testimony, transcripts,
9 and tangible things), that are produced or generated in disclosures or
10 responses to discovery in this matter.

11 2.7 Expert: a person with specialized knowledge or
12 experience in a matter pertinent to the litigation who has been
13 retained by a Party or its counsel to serve as an expert witness or as
14 a consultant in this Action.

15 2.8 House Counsel: attorneys who are employees of a party
16 to this Action. House Counsel does not include Outside Counsel of
17 Record or any other outside counsel.

18 2.9 Non-Party: any natural person, partnership, corporation,
19 association or other legal entity not named as a Party to this action.

20 2.10 Outside Counsel of Record: attorneys who are not
21 employees of a party to this Action but are retained to represent or
22 advise a party to this Action and have appeared in this Action on
23 behalf of that party or are affiliated with a law firm that has appeared
24 on behalf of that party, and includes support staff.

25 2.11 Party: any party to this Action, including all of its
26 officers, directors, employees, consultants, retained experts, and
27 Outside Counsel of Record (and their support staffs).

1 2.12 Producing Party: a Party or Non-Party that produces
2 Disclosure or Discovery Material in this Action.

3 2.13 Professional Vendors: persons or entities that
4 provide litigation support services (e.g., photocopying, videotaping,
5 translating, preparing exhibits or demonstrations, and organizing,
6 storing, or retrieving data in any form or medium) and their
7 employees and subcontractors.

8 2.14 Protected Material: any Disclosure or Discovery
9 Material that is designated as "CONFIDENTIAL."

10 2.15 Receiving Party: a Party that receives Disclosure
11 or Discovery Material from a Producing Party.

12 3. SCOPE

13 The protections conferred by this Stipulation and Order
14 cover not only Protected Material (as defined above), but also
15 (1) any information copied or extracted from Protected Material;
16 (2) all copies, excerpts, summaries, or compilations of
17 Protected Material; and (3) any testimony, conversations, or
18 presentations by Parties or their Counsel that might reveal Protected
19 Material.

20 Any use of Protected Material at trial shall be governed by the
21 orders of the trial judge. This Order does not govern the use of
22 Protected Material at trial.

23 4. DURATION

24 Once a case proceeds to trial, information that was
25 designated as CONFIDENTIAL or maintained pursuant to this
26 protective order used or introduced as an exhibit at trial becomes
27

1 public and will be presumptively available to all members of the
2 public, including the press, unless compelling reasons supported by
3 specific factual findings to proceed otherwise are made to the trial
4 judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180-
5 81 (distinguishing “good cause” showing for sealing documents
6 produced in discovery from “compelling reasons” standard when
7 merits-related documents are part of court record). Accordingly, the
8 terms of this protective order do not extend beyond the
9 commencement of the trial.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material
12 for Protection. Each Party or Non-Party that designates information
13 or items for protection under this Order must take care to limit any
14 such designation to specific material that qualifies under the
15 appropriate standards. The Designating Party must designate for
16 protection only those parts of material, documents, items or
17 oral or written communications that qualify so that other portions of
18 the material, documents, items or communications for which
19 protection is not warranted are not swept unjustifiably within the ambit
20 of this Order.

21 Mass, indiscriminate or routinized designations are prohibited.
22 Designations that are shown to be clearly unjustified or that have
23 been made for an improper purpose (e.g., to unnecessarily
24 encumber the case development process or to impose unnecessary
25 expenses and burdens on other parties) may expose the
26 Designating Party to sanctions.

27 If it comes to a Designating Party’s attention that information or
28

1 items that it designated for protection do not qualify for protection,
2 that Designating Party must promptly notify all other Parties that it is
3 withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise
5 provided in this Order (see, e.g., second paragraph of section
6 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
7 Discovery Material that qualifies for protection under this Order must
8 be clearly so designated before the material is disclosed or
9 produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or
12 electronic documents, but excluding transcripts of depositions or
13 other pretrial or trial proceedings), that the Producing Party
14 affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
15 "CONFIDENTIAL legend"), to each page that contains protected
16 material. If only a portion of the material on a page qualifies for
17 protection, the Producing Party also must clearly identify the
18 protected portion(s) (e.g., by making appropriate markings in the
19 margins).

20 A Party or Non-Party that makes original documents available
21 for inspection need not designate them for protection until after the
22 inspecting Party has indicated which documents it would like copied
23 and produced. During the inspection and before the designation,
24 all of the material made available for inspection shall be deemed
25 "CONFIDENTIAL." After the inspecting Party has identified the
26 documents it wants copied and produced, the Producing Party must
27 determine which documents, or portions thereof, qualify for

1 protection under this Order. Then, before producing the specified
2 documents, the Producing Party must affix the "CONFIDENTIAL
3 legend" to each page that contains Protected Material. If only a
4 portion of the material on a page qualifies for protection, the
5 Producing Party also must clearly identify the protected portion(s)
6 (e.g., by making appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party
8 identifies the Disclosure or Discovery Material on the record,
9 before the close of the deposition all protected testimony.

10 (c) for information produced in some form other than
11 documentary and for any other tangible items, that the Producing
12 Party affix in a prominent place on the exterior of the container or
13 containers in which the information is stored the legend
14 "CONFIDENTIAL." If only a portion or portions of the information
15 warrants protection, the Producing Party, to the extent practicable,
16 shall identify the protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected,
18 an inadvertent failure to designate qualified information or items
19 does not, standing alone, waive the Designating Party's right to
20 secure protection under this Order for such material. Upon timely
21 correction of a designation, the Receiving Party must make
22 reasonable efforts to assure that the material is treated in accordance
23 with the provisions of this Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may
26 challenge a designation of confidentiality at any time that is
27 consistent with the Court's Scheduling Order.

1 6.2 Meet and Confer. The Challenging Party shall initiate
2 the dispute resolution process under Local Rule 37-1 et seq.

3 6.3 Joint Stipulation. Any challenge submitted to the Court
4 shall be via a joint stipulation pursuant to Local Rule 37-2.

5 6.4 The burden of persuasion in any such challenge
6 proceeding shall be on the Designating Party. Frivolous challenges,
7 and those made for an improper purpose (e.g., to harass or impose
8 unnecessary expenses and burdens on other parties) may expose
9 the Challenging Party to sanctions. Unless the Designating Party
10 has waived or withdrawn the confidentiality designation, all parties
11 shall continue to afford the material in question the level of
12 protection to which it is entitled under the Producing Party's
13 designation until the Court rules on the challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected
16 Material that is disclosed or produced by another Party or by a Non-
17 Party in connection with this Action only for prosecuting, defending or
18 attempting to settle this Action. Such Protected Material may be
19 disclosed only to the categories of persons and under the conditions
20 described in this Order. When the Action has been terminated, a
21 Receiving Party must comply with the provisions of section 13 below
22 (FINAL DISPOSITION).

23 Protected Material must be stored and maintained by a
24 Receiving Party at a location and in a secure manner that ensures that
25 access is limited to the persons authorized under this Order.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items.
27 Unless otherwise ordered by the court or permitted in writing by the

1 Designating Party, a Receiving Party may disclose any information
2 or item designated "CONFIDENTIAL" only to:

3 (a) the Receiving Party's Outside Counsel of Record in this
4 Action, as well as employees of said Outside Counsel of Record to
5 whom it is reasonably necessary to disclose the information for this
6 Action;

7 (b) the officers, directors, and employees (including House
8 Counsel) of the Receiving Party to whom disclosure is reasonably
9 necessary for this Action;

10 (c) Experts (as defined in this Order) of the Receiving Party to
11 who disclosure is reasonably necessary for this Action and who
12 have signed the "Acknowledgment and Agreement to Be Bound"
13 (Exhibit A);

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

16 (f) professional jury or trial consultants, mock jurors, and
17 Professional Vendors to whom disclosure is reasonably necessary for
18 this Action and who have signed the "Acknowledgment and
19 Agreement to Be Bound" (Exhibit A);

20 (g) the author or recipient of a document containing the
21 information or a custodian or other person who otherwise possessed
22 or knew the information;

23 (h) during their depositions, witnesses, and attorneys for
24 witnesses, in the

25 Action to whom disclosure is reasonably necessary provided: (1) the
26 deposing party requests that the witness sign the form attached as
27 Exhibit 1 hereto; and (2) they will not be permitted to keep any

1 confidential information unless they sign the "Acknowledgment and
2 Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the
3 Designating Party or ordered by the court. Pages of transcribed
4 deposition testimony or exhibits to depositions that reveal Protected
5 Material may be separately bound by the court reporter and may not
6 be disclosed to anyone except as permitted under this Stipulated
7 Protective Order; and

8 (i) any mediator or settlement officer, and their supporting
9 personnel, mutually agreed upon by any of the parties engaged in
10 settlement discussions.

11
12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
13 PRODUCED IN OTHER LITIGATION

14 If a Party is served with a subpoena or a court order issued in
15 other litigation that compels disclosure of any information or items
16 designated in this Action as "CONFIDENTIAL," that Party must:

17 (a) promptly notify in writing the Designating Party. Such
18 notification shall include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena
20 or order to issue in the other litigation that some or all of the material
21 covered by the subpoena or order is subject to this Protective Order.
22 Such notification shall include a copy of this Stipulated Protective
23 Order; and

24 (c) cooperate with respect to all reasonable procedures sought
25 to be pursued by the Designating Party whose Protected Material may
26 be affected.

1 If the Designating Party timely seeks a protective order, the Party
2 served with the subpoena or court order shall not produce any
3 information designated in this action as "CONFIDENTIAL" before a
4 determination by the court from which the subpoena or order issued,
5 unless the Party has obtained the Designating Party's permission.
6 The Designating Party shall bear the burden and expense of seeking
7 protection in that court of its confidential material and nothing in these
8 provisions should be construed as authorizing or encouraging a
9 Receiving Party in this Action to disobey a lawful directive from
10 another court.

11 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT
12 TO BE PRODUCED IN THIS LITIGATION

13 (a) The terms of this Order are applicable to information
14 produced by a Non-Party in this Action and designated as
15 "CONFIDENTIAL." Such information produced by Non-Parties in
16 connection with this litigation is protected by the remedies and relief
17 provided by this Order. Nothing in these provisions should be
18 construed as prohibiting a Non-Party from seeking additional
19 protections.

20 (b) In the event that a Party is required, by a valid discovery
21 request, to produce a Non-Party's confidential information in its
22 possession, and the Party is subject to an agreement with the Non-
23 Party not to produce the Non-Party's confidential information, then
24 the Party shall:

25 (1) promptly notify in writing the Requesting Party and the
26 Non-Party that some or all of the information requested is subject
27 to a confidentiality agreement with a Non-Party;

1 (2) promptly provide the Non-Party with a copy of the
2 Stipulated
3 Protective Order in this Action, the relevant discovery request(s), and a
4 reasonably specific description of the information requested; and

5 (3) make the information requested available for
6 inspection by the
7 Non-Party, if requested.

8 (c) If the Non-Party fails to seek a protective order from this
9 court within
10 14 days of receiving the notice and accompanying information, the
11 Receiving Party may produce the Non-Party's confidential information
12 responsive to the discovery request. If the Non-Party timely seeks a
13 protective order, the Receiving Party shall not produce any information
14 in its possession or control that is subject to the confidentiality
15 agreement with the Non-Party before a determination by the court.
16 Absent a court order to the contrary, the Non-Party shall bear the
17 burden and expense of seeking protection in this court of its Protected
18 Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it
21 has disclosed Protected Material to any person or in any circumstance
22 not authorized under this Stipulated Protective Order, the Receiving
23 Party must immediately (a) notify in writing the Designating Party of
24 the unauthorized disclosures, (b) use its best efforts to retrieve all
25 unauthorized copies of the Protected Material, (c) inform the person or
26 persons to whom unauthorized disclosures were made of all the terms
27 of this Order, and (d) request such person or persons to execute

1 the "Acknowledgment and Agreement to Be Bound" that is attached
2 hereto as Exhibit A.

3
4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
5 OTHERWISE PROTECTED MATERIAL

6 When a Producing Party gives notice to Receiving Parties
7 that certain inadvertently produced material is subject to a claim of
8 privilege or other protection, the obligations of the Receiving Parties
9 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

10 This provision is not intended to modify whatever procedure may be
11 established in an e-discovery order that provides for production without
12 prior privilege review. Pursuant to Federal Rule of Evidence 502(d)
13 and (e), insofar as the parties reach an agreement on the effect of
14 disclosure of a communication or information covered by the attorney-
15 client privilege or work product protection, the parties may incorporate
16 their agreement in the stipulated protective order submitted to the
17 court.

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the
20 right of any person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the
22 entry of this Protective Order, no Party waives any right it otherwise
23 would have to object to disclosing or producing any information or item
24 on any ground not addressed in this Stipulated Protective Order.
25 Similarly, no Party waives any right to object on any ground to use in
26 evidence of any of the material covered by this Protective Order.

1 12.3 Filing Protected Material. A Party that seeks to file under
2 seal any Protected Material must comply with Local Civil Rule 79-5.
3 Protected Material may only be filed under seal pursuant to a court
4 order authorizing the sealing of the specific Protected Material at
5 issue. If a Party's request to file Protected Material under seal is
6 denied by the court, then the Receiving Party may file the information
7 in the public record unless otherwise instructed by the court.

8 13. FINAL DISPOSITION

9 After the final disposition of this Action, as defined in paragraph
10 4, within 60 days of a written request by the Designating Party, each
11 Receiving Party must return all Protected Material to the Producing
12 Party or destroy such material. As used in this subdivision, "all
13 Protected Material" includes all copies, abstracts, compilations,
14 summaries, and any other format reproducing or capturing any of the
15 Protected Material. Whether the Protected Material is returned or
16 destroyed, the Receiving Party must submit a written certification to
17 the Producing Party (and, if not the same person or entity, to the
18 Designating Party) by the 60 day deadline that (1) identifies (by
19 category, where appropriate) all the Protected Material that was
20 returned or destroyed and (2) affirms that the Receiving Party has not
21 retained any copies, abstracts, compilations, summaries or any other
22 format reproducing or capturing any of the Protected Material.
23 Notwithstanding this provision, Counsel are entitled to retain an
24 archival copy of all pleadings, motion papers, trial, deposition, and
25 hearing transcripts, legal memoranda, correspondence, deposition and
26 trial exhibits, expert reports, attorney work product, and consultant and
27 expert work product, even if such materials contain Protected Material.

1 Any such archival copies that contain or constitute Protected Material
2 remain subject to this Protective Order as set forth in Section 4
3 (DURATION).

4 14. VIOLATION

5 Any violation of this Order may be punished by appropriate
6 measures including, without limitation, contempt proceedings and/or
7 monetary sanctions.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated: February 2, 2017

SEGAL & ASSOCIATES, PC

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4 By: /s/ Malcolm Segal
5 Malcolm Segal
6 Attorneys for Defendant
7 JIAHERB, INC.

8 Dated: February 2, 2017

CORY FEIN LAW FIRM

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10 By: /s/ Cory S. Fein
11 Cory S. Fein
12 Attorneys for Relator
13

14 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

15
16 DATED: February 7, 2017

HON. PAUL L. ABRAMS

17 

18
19 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for
the Central District of California on _____, 2017 in the case of
UNITED STATES OF AMERICA, ex rel. TRAVIS KIRO v. JIAHERB,
INC. , Case No. 14-cv-02484-RSWL (MANx). I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information
or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order. I
further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings
occur after termination of this action. I hereby appoint
_____ [print or type full name] of _____
[print or type full address and telephone number] as my California
agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

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Date: _____
City and State where sworn and signed: _____
Printed name: _____
Signature: _____